

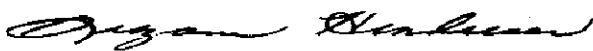
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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AMENDMENT TO OIL AND GAS LEASE

State: Texas
 County: Tarrant
 Lessor: Judith O. Smith Mortgage Group, Inc., 8851 Camp Bowie West, Suite 150, Fort Worth, Texas 76116
 Lessee: XTO Energy, Inc., 810 Houston Street, Fort Worth, Texas 76102
 Effective Date: July 12, 2007

Lessee, named above, is the present owner of the No Surface Use Oil and Gas Lease (the "Lease"), dated **July 12, 2007**, executed by Lessor, named above, in favor of Vargas Energy, Ltd., Lessee, and being assigned to XTO Energy Inc. by Partial Assignment of Oil and Gas Leases dated February 13, 2008, and filed of record February 29, 2008 as Instrument No. D208072412, Official Public Records, Tarrant County, Texas, estimated to contain 1.222 acres of land (the "Lands"), whether actually, more or less, in the county and state named above. The Lease is recorded in Document No. **D207173462** of the Official Public Records, Tarrant County, Texas. Reference is made to the Lease and its recording for a complete description of the Lands it covers and for all other purposes.

Now, therefore, for adequate consideration, Lessor does hereby adopt, ratify, and confirm the Lease and all of its terms and provisions, and hereby leases, demises and lets to the Lessee, and Lessee's successors and assigns, all of their interest in the Lands as fully and completely as if they had both originally been named as Lessor in the Lease and had executed, acknowledged and delivered the Lease to the Lessee. The undersigned agree and declare that the Lease is binding, valid and covers all of the undersigned's interest in the Lands.

Lessor agrees that the Lease is amended so that the primary term of three (3) years provided in the Lease shall be changed to four (4) years from the original date of the Lease, having the effect of extending the primary term of the Lease for an additional one (1) year. Lessor leases and lets to Lessee, its successors and assigns, the Lands for the purposes and on the terms and conditions provided in the Lease, as amended and extended by this Amendment.

Lessor warrants to be the owner of the Lands and the minerals in and under the Lands with full right and authority to execute this Amendment to extend the primary term of the Lease.

This Amendment shall extend to and be binding on Lessor, and Lessor's respective heirs, executors, administrators, successors, and assigns. Except as stated in this Amendment, the Lease shall continue in full force and effect as to all of its other terms and provisions. The consideration paid to Lessor for this Amendment is the full consideration for the extension of the primary term of this Lease. The Lease is deemed a "Paid Up" Lease for its entire extended primary term.

This Amendment is signed by Lessor as of the date of acknowledgment of their respective signatures below, but is effective for all purposes as of the Effective Date stated above.

LESSOR:

JUDITH O. SMITH MORTGAGE GROUP, INC

By:


 Judith O. Smith, President

ACKNOWLEDGMENT

STATE OF TEXAS

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COUNTY OF TARRANT

This instrument was acknowledged before me on the 5th day of March, 20 10
by Judith O. Smith, as President of Judith O. Smith Mortgage Group, Inc., a Texas Corporation,
on behalf of said Corporation.



Notary Public, State of Texas

Printed Name of Notary Public _____

My commission expires: _____

